

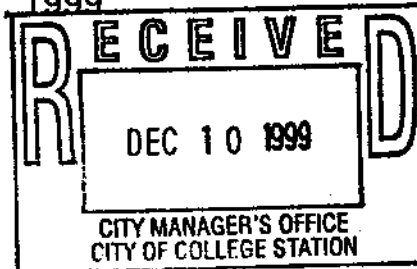
Jim Smith

ROBERT D. FOWLER, P.C.
ATTORNEY AT LAW

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December 1, 1999



Mr. Tom Brymer
City Manager
City of College Station
P.O. Box 9960
College Station, Texas 77842

RE: Employment Contract; Billing File 202700

Dear Mr. Brymer:

This will confirm that this firm will represent the City of College Station ("City") in its efforts in the selection and acquisition of a site for a Type I municipal solid waste facility. I will work under the direction of the City Manager of College Station ("City Manager") or his designate and under the direction of Paul Gosselink of Lloyd, Gosselink, Blevins, Rochelle, Baldwin & Townsend, P.C.

My time is billed at \$175.00 per hour. Additionally, I may utilize support personnel to perform those tasks not requiring the time of an attorney. Support staff time will be billed at an amount not to exceed \$35.00 per hour. I will also submit out-of-pocket expenses for reimbursement. I try to have a statement of services rendered and expenses incurred by the 20th of each month. Full payment is due on receipt of the statement.

My specific initial tasks will include assistance in selection of the property. In particular, I will assist Paul Gosselink, as he requests, with the evaluation of prospective properties. After such evaluation has been conducted, it is my understanding that Paul will seek the guidance of the City Manager or his designate to determine whether to further pursue any particular site and properties.

If authorized to proceed, I will prepare contracts for the option to purchase real property by the City or its nominee at such prices and containing such other terms as approved by the nominee and the City Manager or his designate.

I shall not be authorized to purchase any property as nominee for the City without the express authorization of the City.

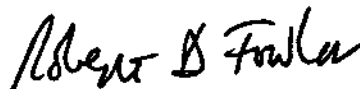
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I confirm to you that I am aware of the City's Charter limitations requiring Council approval of contracts with professionals in excess of \$15,000. I agree to notify you prior to the time fees and costs approach \$12,000.

This agreement shall become effective upon my receipt of a countersigned original of this letter. This agreement may be terminated by you at any time by written notice to me, provided, when applicable, that permission for withdrawal from employment is granted by the court. This agreement may be terminated by this firm on fifteen (15) days' written notice that it is no longer in a position to continue representing you in a particular matter for any reason, including nonpayment of fees and expenses within 30 days of receipt of a statement.

If this agreement is acceptable to the City, please have the duplicate original provided herein signed, and return it to me for my records. I look forward to working with you.

Best regards,



Robert D. Fowler

RDF/asl
2027\000-122.LTR

CITY OF COLLEGE STATION



(Client Signature)

Thomas E. Brymer
(Printed Name)

City Mgr.
(Title)